Contract NO. 2023-ERGS-XSTL-QT-038

# Km157+443 给水管改迁及维修服务合同
# Service Contract for Relocation and Repair of Water Supply Pipeline at Km157+443

**Party A:** SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

**Party B:** GESTRIM DOO SUBOTICA

The Service Contract(NO: 2023-ERGS-XSTL-QT-038) is concluded in Subotica, between:

甲方/Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, 11070 Novi Beograd. Represented by Wang Yong

和 And

乙方/Party B: GESTRIM DOO SUBOTICA, MB: 21914843, PIB: 113695924, Bore Stankovića 34/23, 24000 Subotica. Represented by Goran Đukarić.

甲方为诺维萨德-苏博蒂察-边境段匈塞铁路项目的承包商之一；因开挖 Km157+443 地下通道过程中时发现被意外破坏的不可预见的给水管，为修复给水管并使地下通道施工免受影响，甲方委托乙方提供改迁及维修服务。根据塞尔维亚相关法律，经友好协商，双方达成以下协议：

Party A is one of the Contractors of the Novi Sad-subotica-border section of the Hungarian-Serbian railway project; Due to the unforeseen water supply pipe that was accidentally damaged during the excavation of the Km157+443 underpass. In order to repair the water supply pipe and prevent the construction of the underpass from being affected, Party A entrusts Party B to provide relocation and repair services. According to the relevant laws of Serbia, after friendly negotiation, the two parties have reached the following agreement:

## 第 1 条 合同标的
## Article 1 Subject of the Contract

1.1 作业内容：机械及人工开挖沟槽并将土方运输至适当的填埋场，在沟槽中回填砂土并分层压实，给水管道（包含配件、辅助材料）安装，路面破除及恢复，以及为完成本工作所必要的安全措施。

1.1 Work description: Mechanical and manual excavation of the trench and transport the earth to an appropriate landfill, backfill the the trench with sand and compaction in layers, install the water supply pipeline (including accessories and auxiliary materials), demolish and restore the road, and the safety measures necessary to complete the work.

## 第 3 条 服务期限
## Article 3 Service Deadline

3.1 完成所有工作并提交完工后线路图的期限为签订合同之日起 7 个日历天。

3.1 The deadline for completing all work and submitting the as-built drawing is 7 calendar days from the date of signing the contract.

## 第 4 条 服务价格
## Article 4 Price for Service

4.1 不含增值税合同价格为 276,261.60 第纳尔（大写：贰拾柒万陆仟贰佰陆拾壹点陆第纳尔），增值税应根据塞尔维亚增值税法计算。

4.1 The contract price is 276,261.60 RSD (In words: Two Hundred Seventy-Six Thousand Two Hundred Sixty-One and 60/100 RSD) without VAT. The VAT shall be calculated in accordance with the Serbian VAT Law.

**价格表 Table of Price**

| 序号 No | 细目名称 Description | 单位 Unit | 数量 Quantity | 单价 Unit price (RSD) | 总价 Total price (RSD) |
|---|---|---|---|---|---|
| 1 | Km157+443 给水管改迁及维修 Relocation and Repair of Water Supply Pipeline at Km157+443 | Lump sum | 1 | 276,261.60 | 276,261.60 |
| 合计/ summary (RSD) | | | | | **276,261.60** |

4.2 合同价格包含完成本工作的全部费用，包括设备材料费、人工费、运输费、燃油费等与完成此项工作有关的全部费用。
4.2 The contract price includes the full expense of completing this work, Including the equipment and material cost, labor cost, transportation cost, fuel cost, etc., and all other costs related to the completion of this work.

4.3 除增值税外，甲方没有义务支付任何其他税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。
4.3 Except for VAT, Party A is not obliged to pay any other taxes, regardless of whether any changes in taxes occur during the performance of the subcontract, even if these taxes are related to the works.

## 第 5 条 付款
## Article 5 Payment

5.1 付款：全部工作完成且双方签字结算单后，甲方在 15 日内支付合同金额的 100%。乙方有义务按照塞尔维亚相关工程的专业规则，提交施工日志、竣工图等。
5.1 After all the work is completed and both parties sign the Settlement Statement, Party A shall pay 100% of the contract amount within 15days. Party B is obliged to submit the construction log, As-built drawing, etc. in accordance with the professional rules of relevant projects in Serbia.

5.2 乙方有义务提供甲方财务部门要求的相关文件（如正式发票及相关结算支付文件），若因文件提交不及时或文件错误的原因导致付款不及时，乙方应对此负责。
5.2 Party B is obliged to provide the relevant documents (such as official invoices and relevant settlement and payment documents) required by the financial department of Party A. If the payment is not timely due to the delayed submission of documents or the wrong documents, Party B shall be responsible for this.

5.3 乙方的银行账户为 Raiffeisen Bank 265-2410310005345-65。
5.3 The bank account of Party B is Raiffeisen Bank 265-2410310005345-65 .

## 第 6 条 甲方权利和义务
## Article 6 Rights and Obligations of Party A

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，材料和设备质量，安全施工情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。
6.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of materials and equipment, and the Construction safety situation, And urge Party B to correct its own wrong behavior (if any)

that is not conducive to the completion of this work.

6.2 甲方有义务按照本合同规定，及时且全额向乙方支付服务费用。
6.2 Party A is obliged to pay Party B the service fee in full and in a timely manner in accordance with this contract.

## 第 7 条 乙方权利和义务
## Article 7 Rights and Obligations of Party B

7.1 为如期完成本工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。
7.1 In order to complete this work on schedule, Party B is obliged to invest enough personnel and necessary working equipment to perform this work.

7.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。
7.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

7.3 乙方有义务在此项工作实施过程中自费为其员工采取并实施一切必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。
7.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of this work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

7.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。
7.4 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Part B.

## 第 8 条 其他
## Article 8 Miscellaneous Agreement

8.1 工作执行期间如甲方更改或更新方案，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。
8.1 During the execution of the work, if Party A changes or updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

8.2 对于本合同未提供的所有内容，将适用《规划和建设法》，《义务法》，《建筑特殊规定》以及其他规范该领域的法律规定。
8.2 For everything that is not provided by this contract, the provisions of the Law on Planning and Construction, the Law on Obligations, Special Customs on Construction and other legal regulations that regulate this area, will apply.

8.3 本合同及其附件应视为双方的完整协议，将取代本合同签订前的任何口头或书面协议、理解和沟通，若附件与本合同条款存在不一致，本合同的合同条款具有优先解释权。

8.3 This contract and its appendix shall be regarded as a complete agreement between the two parties, and will replace any oral or written agreement, understanding and communication before the signing of this contract. If the appendix is inconsistent with the terms of this contract, the contract terms of this contract shall have priority for interpretation.

8.4 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。
8.4 The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

8.5 本合同以中文、英语编写。若语言之间有任何差异，英语具有优先解释权。
8.5 This contract is written in Chinese and English. If there is any difference between languages, English has the priority of interpretation.

8.6 本合同一式四份，双方各执两份。每份合同具有相同法律效力。
8.6 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

附件：乙方 12_23 号报价
Appendix: Party B's Offer No.12_23

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd
Signature and seal:

Wang Yong
Date: 2023.8.21

Party B: GESTRIM DOO SUBOTICA
Signature and seal:

GESTRIM DOO SUBOTICA

Goran Đukarić
Date: 21.08.2023.